

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM389895

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of Montreal, as Administrative Agent		06/30/2016	Bank: CANADA
RECEIVING PARTY DATA			
Name:	ANCILE Solutions, Inc.		
Street Address:	6085 Marshalee Drive		
City:	Elkridge		
State/Country:	MARYLAND		
Postal Code:	21075		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	85711400	UALIGN	
Serial Number:	78927055	P	
Serial Number:	85143881	ANCILE SOLUTIONS	
Serial Number:	85143880	ANCILE SOLUTIONS	
Serial Number:	85081699	ANCILE SOLUTIONS	
Serial Number:	85081693	ANCILE	
Serial Number:	76293670	360SYNC	
Serial Number:	76283456	UNIVERSITY360	
CORRESPONDENCE DATA			
Fax Number:	2123037064		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212.318.6824		
Email:	christinedionne@paulhastings.com		
Correspondent Name:	Christine Dionne c/o Paul Hastings LLP		
Address Line 1:	200 Park Avenue		
Address Line 2:	28th Floor		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	79807.00009		

CH \$215.00 85711400

NAME OF SUBMITTER:	Christine Dionne
SIGNATURE:	/Christine Dionne/
DATE SIGNED:	06/30/2016
Total Attachments: 6 source=Ancile Release of Trademarks (Executed)#page1.tif source=Ancile Release of Trademarks (Executed)#page2.tif source=Ancile Release of Trademarks (Executed)#page3.tif source=Ancile Release of Trademarks (Executed)#page4.tif source=Ancile Release of Trademarks (Executed)#page5.tif source=Ancile Release of Trademarks (Executed)#page6.tif	

TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (“Release”) is made as of as of June 30, 2016 (the “Effective Date”) from Bank of Montreal, as Administrative Agent for the benefit of certain lenders (in such capacity, the “Administrative Agent”) to ANCILE Solutions, Inc. (the “Grantor”).

WHEREAS, the Grantor was a party to a Security Agreement (as amended, modified or supplemented in accordance with its terms, the “Security Agreement”) dated as of July 15, 2013 in favor of Administrative Agent and for the benefit of certain lenders;

WHEREAS, pursuant to the Security Agreement, the Grantor and the Administrative Agent entered into that certain Trademark Security Agreement, dated as of July 15, 2013 (the “IP Security Agreement” all capitalized terms used, but not defined, herein have the definition assigned to them in the IP Security Agreement);

WHEREAS, pursuant to the IP Security Agreement the Grantor granted to Administrative Agent, for the benefit of the lenders, a security interest in and to all of the Grantor's right, title and interest (the “Security Interest”) in the Grantor's Trademark Collateral (as hereinafter defined), including the trademarks and trademark applications listed on Exhibit A attached hereto (the “Released Marks”), and the goodwill associated therewith;

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office on July 17, 2013, at Reel 5072, Frame 0272; and

WHEREAS, the Administrative Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral, the receipt and sufficiency of which is hereby acknowledged, Administrative Agent, on behalf of itself, its successors, legal representatives and assigns, without representation or warranty of any kind, express or implied, free and clear of any claims by Administrative Agent, (i) hereby releases and discharges fully its security interest in and to the Trademark Collateral, including the Released Marks, and retransfers to the Grantor, all of Administrative Agent's right, title and interest in and to the Trademark Collateral, including the Released Marks, the goodwill associated therewith, and all causes of action for past infringement, if any; and (ii) terminates the IP Security Agreement with respect to the Trademark Collateral, including the Released Marks.

The term “Trademark Collateral,” as used herein, shall mean all of the Grantor’s right, title and interest in, to and under the Released Marks, including the right to receive all proceeds therefrom and all other rights therein pledged or granted to the Administrative Agent under the Security Agreement and the IP Security Agreement.

The Administrative Agent shall take all further actions, and provide to the Grantor, its successors, assigns or other legal representatives, at the expense of the Grantor, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor to more fully and effectively effectuate the purposes of this Release.

This Release and the rights and obligations of the parties hereunder shall be construed in accordance with and be governed by the law of the State of New York, without regard to any conflicts of laws principles.

The Administrative Agent hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Release.

IN WITNESS WHEREOF, Administrative Agent has executed this Release of Security Interest in Trademarks as of the Effective Date.

BANK OF MONTREAL, as Administrative Agent


By: 
Name: Mitchell Krassowski
Title: Assistant Vice President

EXHIBIT A

TRADEMARKS AND TRADEMARK APPLICATIONS

Record	Trademark	Status	Goods/Services
US Federal	UALIGN SN: 85-711400	Pending - Allowed	(Int'l Class: 9) Downloadable software for the purpose of creating messaging campaigns to multiple users, tracking the delivery, read status, and use of such messages, and sending follow-up messages (Int'l Class: 42) Online non-downloadable software for the purpose of creating messaging campaigns to multiple users, tracking the delivery, read status, and use of such messages, and sending follow-up messages
US Federal	P and Design SN: 78-927055 RN:3,312,438	Registered	(Int'l Class: 9) Computer software for authoring, customizing, managing, collaborating upon, and tracking technical training materials and procedural materials, each about application software and its use, for web site development, and for sending procedural documents about application software and its use to the computer sites of others by means of electronic links over a global communications network
US Federal	ANCILE SOLUTIONS & Design SN: 85-143881	Pending - Allowed	(Int'l Class: 9) Computer software used to train users in the operation and use of application software (Int'l Class: 42) Computer software consulting, custom computer software development; computer services, namely, providing temporary use of non-downloadable computer software used to train users in the operation and use of application software
US Federal	ANCILE SOLUTIONS & Design SN: 85-143880	Allowed - Pending - Allowed	(Int'l Class: 9) Computer software used to train users in the operation and use of application software (Int'l Class: 42) Computer software consulting, custom computer software development; computer services, namely, providing temporary use of non-downloadable computer software used to train users in the operation and use of application software
US	ANCILE	Pending -	(Int'l Class: 9) Computer software used to train

Federal	SOLUTIONS SN: 85-081699	Allowed	users in the operation and use of application software (Int'l Class: 42) Computer software consulting; custom computer software development; application service provider (asp), namely, hosting computer software applications of others; computer services, namely, providing temporary use of non-downloadable computer software used to train users in the operation and use of application software
US Federal	ANCILE SN: 85-081693	Pending - Allowed	(Int'l Class: 9) Computer software used to train users in the operation and use of application software (Int'l Class: 42) Computer software consulting; custom computer software development; application service provider (asp), namely, hosting computer software applications of others; computer services, namely, providing temporary use of non-downloadable computer software used to train users in the operation and use of application software
US Federal	360SYNC SN: 76-293670 RN: 2,684,593	Registered	(Int'l Class: 9) Computer software which allows users of web-based training and testing to use materials off-line, as if they were on-line and to synchronize results back to on-line systems when reconnected to the web
US Federal	UNIVERSITY360 SN: 76283456 RN: 2685586	Registered	(Int'l Class: 041) Educational consultation services, namely, consultation in the field of e-learning systems, and the development of e-learning systems
Canada	Miscellaneous and Design RN: 745176 AN: 1309077	Registered	(Int'l Class: 09) Wares: (1) Computer software for authoring, customizing, managing, collaborating upon, and tracking technical training materials and procedural materials, each about application software and its use, for web site development, and for sending procedural documents about application software and its use to the computer sites of others by means of electronic links over a global communications network.
New Zealand	Design Only RN: 751490	Registered	(Int'l Class: 09) computer software for authoring, customising, managing,

AN: 751490

collaborating upon, and tracking technical training materials and procedural materials, each about application software and its use, for web site development, and for sending procedural documents about application software and its use to the computer sites of others by means of electronic links over a global communications network